

**ADDENDUM #1 (DTD 1/13/05) SEE CHANGES ON THE SECTIONS 2.1.1, 2.1.28.1, 3.7, AND 43 DULY RECEIVED QUESTIONS AND MARICOPA COUNTY'S RESPONSES TO THOSE QUESTIONS**



## **NOTICE OF SOLICITATION**

**SERIAL 04227-RFP**

**REQUEST FOR PROPOSAL FOR: PHARMACY SERVICES – CHS (NIGP 94872)**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **JANUARY 24, 2005**, for the furnishing of the following for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 04227-RFP REQUEST FOR PROPOSAL FOR PHARMACY SERVICES – CHS (NIGP 94872).”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this request for Proposals must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED A <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT  
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS  
MANAGEMENT CENTER

**INQUIRIES:**

STAN FISHER  
SENIOR PROCUREMENT CONSULTANT  
TELEPHONE: (602) 506-3274

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE HELD ON JANUARY 7, 2005 AT 9:00 A.M., AT THE MARICOPA COUNTY CORRECTIONAL HEALTH SERVICES ADMINISTRATIVE OFFICES, CONFERENCE ROOM 900, 111 W. MONROE ST., PHOENIX, AZ 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

**IF THIS DOCUMENT WAS DOWNLOADED FROM THE INTERNET, CONTACT THE  
PROCUREMENT CONSULTANT FOR ANY REFERENCED DRAWINGS.**

**VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID**

**Signature:**

**Date:**

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**NO RESPONSE**

Respondents not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

**MARK OUTSIDE ENVELOPE "SERIAL 04227 -RFP"**

Responses must be received **BY 2:00 P.M., JANUARY 24, 2005**. Respondents failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

**SERIAL 04227-RFP**

**TITLE: PHARMACY SERVICES – CHS (NIGP 94872)**

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CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO PROPOSAL:

\_\_\_\_\_ Insufficient time

\_\_\_\_\_ Do not handle product/service

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **IMPORTANT**

### **PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL**

#### **M/WSBE CONTRACT PARTICIPATION**

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

Attachments E, F, and G provide detailed information and forms to be submitted as part of your proposal. If no goal has been set the attachments will be not be required to be submitted with the RFP.

**THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.**

REQUEST FOR PROPOSALS FOR: **PHARMACY SERVICES – CHS (NIGP 94872)**

1.0 **INTENT:**

To procure the services of qualified contractors to provide pharmaceutical and durable medical goods services to Maricopa County Correctional Health Services (CHS). The intent of CHS is to enter into a contractual arrangement that will provide comprehensive pharmaceutical services to include timely filling of prescription medications for prisoners in a blister-pack format as well as 24-hour-a-day consultative services by a licensed pharmacist. In addition, the firm should also be able to supply intravenous and injectable medications as well as the necessary fluids and equipment for intravenous therapy. Further, the firm should be able to supply a reasonable assortment of durable medical goods available by physician prescription. Pharmacy services shall be provided at Maricopa County Correctional Health facilities and other approved sites. It is expected that the Contractor will provide all equipment, supplies, medication and labor within the scope of this solicitation.

1.1. **BACKGROUND:**

Correctional Health Services operates twelve (12) medical, psychiatric and dental clinics in five (5) different jails and detention facilities, of which two (2) are juvenile centers. Two (2) additional facilities are scheduled to open in 2005. Currently, all pharmacy activities are centrally located at a site outside the jail and detention facilities and pharmaceuticals are distributed to each jail and detention facility. Average inmate population is approximately 9,500 with an average daily stay of twenty-eight (28) days; bookings per day average between 500 to 600 inmates.

During the period July 2003 through June 2004, 144,278 new prescriptions were written in addition to 199,520 refills. For the first five (5) months of FY05, CHS providers have written 58,139 new prescriptions and 90,795 refills. Medical providers with prescription writing authority include nine (9) MD's (Internal Medicine specialty), 11 Psychiatrists, 11 midlevel (Physician Assistants and Nurse Practitioners) and three (3) Dentists. In an attempt to help control labor costs and to make more effective the pharmaceutical services, CHS has recently instituted a program where selected inmates are allowed to keep certain medications on their person.

Currently these centers do not operate through an electronic medical record (EMR). Management envisions that an EMR will be established at some point in the future.

1.2. **DESIRED GOALS/INTENTIONS:**

1.2.1 The County intends to enter into a contract with a contractor to help assure that the project requirements are met and to assure the best value for the project in terms of competitive pricing and responsive professional services.

1.3. **CONTRACTOR QUALIFICATIONS:**

1.3.1. Contractor submitting proposals in response to this RFP shall have at least five- (5) years of demonstrated successful experience of providing pharmacy services to governmental or correctional/detention facilities. *Preference may be given to those proposers who have successfully demonstrated experience in providing pharmacy services to correctional facilities.*

1.3.2. Contractor shall provide local customer service representation or, as a minimum, establish a means of contacting a customer service representative, pharmacist and/or consultant twenty-four (24) hours per day, seven (7) days a week.

2.0 **SCOPE OF WORK:**

2.1 **CONTRACT REQUIREMENTS:**

This section will address the service requirements for the requested pharmaceuticals services. We require that the successful proposer provide the County Jails with general and specialized

pharmacy services, including a comprehensive pharmaceutical services program. These services must conform to all governing federal, state, and local laws, statutes, rules, and regulations. At a minimum, the following services are required.

- 2.1.1 All orders submitted via facsimile or telephone shall be delivered to the designated County Jail facility the following day, **excepting Sundays and national holidays**. All deliveries shall be delivered in accordance with the facility's rules and regulations governing security for the facility.
- 2.1.2 Consultant personnel and services as necessary and as prescribed by law.
- 2.1.3 Packaging of pharmaceuticals to include a specialized dispensing system to ensure safe and efficient medication distribution. This dispensing system will include blister cards, baggies, soft medication programs, and such other means of dispensing medication as necessary to ensure compliance with all the laws governing dispensing of pharmaceuticals.
- 2.1.4 All prescriptions and other information required by law to accompany the issuance of a prescription shall be provided in English and, as necessary pursuant to the needs of the prisoner, in Spanish.
- 2.1.5 Management of prescribing practices through record keeping and prescription tracking. The County will designate such authorized personnel in writing and only those persons designated in writing by the County shall be authorized to order prescriptions and other medications from the provider.
- 2.1.6 The provider shall provide a toll-free number for use by the County in ordering pharmaceuticals and other controlled medications.
- 2.1.7 Provider shall provide fax machines at each of the County's Jail facilities for ordering medications via facsimile at no additional charge to the County.
- 2.1.8 Generic medications will be utilized unless the authorized prescribing physician specifically designates to "dispense as written."
- 2.1.9 Provider shall provide to the County two-part peel-off reorder labels and fax order sheets for utilization by the County in reordering medications.
- 2.1.10 Provider shall assure that all orders are signed for by authorized personnel when delivered and are tracked by Provider's pharmacy. A detailed packing slip, listing the medications enclosed, must accompany each delivery of pharmaceuticals.
- 2.1.11 All orders submitted via facsimile or telephone shall be delivered to the designated County Jail facility the following day. All deliveries shall be delivered in accordance with the facility's rules and regulations governing security for the facility.
- 2.1.12 Provider shall provide starter packs of certain oral solid medications, which might be needed for immediate administration.
- 2.1.13 Provider's clinical pharmacist shall screen the profiles of each prisoner to ensure safe and therapeutic medication administration.
- 2.1.14 Provider shall maintain a pharmacist on call twenty-four hours a day, 365 days per year, to respond to questions concerning medications. Provider shall maintain a toll-free telephone number for access to said pharmacist.
- 2.1.15 Provider's clinical pharmacist will review the County's medication room on site on a quarterly basis to ensure that all procedures in the medication room comply with

governing laws. Said clinical pharmacist shall provide documentation of said inspection and any recommendations to improve compliance.

- 2.1.16 Provider shall provide emergency medication supplies that County determines necessary to maintain in stock at the County's Jail facilities, which are deemed necessary to alleviate pain, infection, modify dangerous behavior, or to preserve life.
- 2.1.17 All data generated by Provider under contract will be the property of Maricopa County. Upon termination of this contract, all such data shall be delivered to the County in the form designated by the County at the time of contract termination.
- 2.1.18 The Provider must supply to the County, on a monthly basis, a drug utilization report identifying the medications utilized by each prisoner, and prescriber or prisoner profile, and a drug formulary report containing a drug list formulated jointly with the prescribing physicians. The Provider must also agree to cooperate and facilitate a quarterly audit of its pharmacy services provided to the County. This audit will assess the compliance of the Provider's services with all federal, state, and local laws, rules, regulations, and guidelines governing the operation of the Jail and the provision of pharmaceutical care for correctional facilities. When such audits are conducted, the County shall provide a copy of the written report of the audit to the Provider and shall meet with Provider's personnel to review the audit.
- 2.1.19 The provider must make such arrangements as necessary with a local pharmacy to provide backup pharmaceutical coverage for the County in those situations where emergency prescriptions are required and the need for said medication dictates immediate response.
- 2.1.20 Prescriptions shall be transmitted to the pharmacy via an electronic modality. Contractor is to establish procedures to verify completeness of transmitted order. Contractor must provide a toll free transmission media.
- 2.1.21 Electronic/On-line Access:
  - 2.1.21.1 Provide electronic/on-line access to updates of pharmaceutical supplies, medication, pricing (as applicable) and news releases.
  - 2.1.21.2 Provide electronic/on-line and telephone access to customer service representative, pharmacist, or consulting service twenty-four (24) hours per day, seven (7) days a week.
  - 2.1.21.3 Provide up to a thirty- (30) day supply of medications or quantity, the exact packaging to be determined by the facility.
- 2.1.22 Generic Medications:

CHS will establish standing rule for substitution of generic medications.
- 2.1.23 Over The Counter Medications:
  - 2.1.23.1 Contractor shall supply Over the Counter (OTC) medications that are ordered by the physician or ordered for use by the health care facilities. This pertains to stock and patient specific labeled prescriptions.
- 2.1.24 Delivery Schedule:
  - 2.1.24.1 Contractor, as part of this RFP will specify delivery turn-around time from order to delivery.
  - 2.1.24.2 Contractor shall propose a schedule for delivery to County's receiving points.

2.1.24.3 Contractor shall specify how deliveries will be tracked and the responsible party for tracking deliveries.

2.1.25 Formulary Development:

2.1.25.1 Contractor shall submit a proposed formulary that will foster safe, appropriate and effective drug therapy.

2.1.26 Non-Formulary Request System:

2.1.26.1 The Contractor will have a formulary control system in the event CHS decides to establish such a system.

2.1.27 Credits/Current Inventory:

The Contractor shall specify how existing drug inventory and returns of unused medications/supplies, in the future, will be used/credited.

2.1.28 Pricing:

2.1.28.1 Contractor pricing in response to this RFP shall use one of the following formulas: (i) base cost (actual acquisition cost) of medications or pharmaceutical supplies plus (+) a dispensing fee per prescription; or (ii) average wholesale price (AWP) minus (-) a percentage. **Alternate pricing may be offered, however all proposals shall also include pricing utilizing one (1) of the two (2) formulas defined in this section. The County reserves the right to not consider any alternate pricing offered, in the best interests of the County. In the event the proposer elects to offer alternate pricing, the page format found in Attachment A, (Pricing Page) shall be used. The proposal shall clearly state that alternate pricing is offered, and the alternate pricing shall be clearly identified, as such**

2.1.28.2 Contractor will specify the method for calculating any cost increase (if any) over the term of this contract.

2.1.28.3 Contractor shall state, *in layman's terms*, how any manufacturer rebates, price adjustments or any other form of credit that is received shall be shared with CHS.

2.2 TERMS AND PAYMENT:

2.2.1 Payment under Contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number (if required by CHS), item numbers, description of supplies and/or services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

2.2.2 The Contractor will submit an invoice for supplies and/or services, setting forth by date the prescriptions issued and the cost of said prescriptions to the County for all prescriptions and medications ordered by the County and issued by the Provider in the preceding month to:

CHS Finance Unit  
Correctional Health Services  
111 W. Monroe, Suite 900  
Phoenix, AZ 85003



The County will remit payment for such invoices in full within thirty (30) days of the invoice date.

- 2.2.3 **An error in the invoice may cause the entire billing to be returned to the Contractor for correction, which would delay the processing for payment.**
- 2.2.4 **A separate invoice must be provided per facility and cost center.** Contractor will submit sample invoices with RFP response.
- 2.2.5 Each invoice submitted to CHS for payment shall have the facility name and operational statistics as defined in Section 3.12.4, under paragraph 2 of "Documentation."
- 2.2.6 CHS will, within 30 working days from the date of **receipt of a clean claim**, process and send to Finance an invoice for payment. The CHS Finance Administrator or designee may adjust the invoice for items disallowed in accordance with the terms of this Contract and will submit the claim for payment at the adjusted rate. If the Contractor protests the disallowance, the Contractor must provide, in writing, notice to the CHS Finance Administrator or designated representative of the disputed claim

## 2.3 IMPLEMENTATION:

The Contractor shall provide a detailed implementation plan as part of the RFP. As a minimum, the following areas will be addressed and/or required:

- 2.3.1 Develop a Project Work Plan identifying and documenting the detailed requirements/specifications for integrating the Pharmacy Services System into CHS operations. Include the following in the Project Work Plan:
  - 2.3.1.1 A "best case" implementation schedule, to include start date from award of Contract.
  - 2.3.1.2 Document all requirements and specifications for integration and implementation.
  - 2.3.1.3 Identify equipment, facility, personnel and logistical needs to be provided by CHS.
  - 2.3.1.4 Identify equipment, software, logistical support and personnel available to CHS during and after implementation.
  - 2.3.1.5 Identify process for training of CHS personnel.
  - 2.3.1.6 Identify how current patient prescription database will be transferred to Contractor-maintained database.

## 2.4 CONTRACTOR RESPONSIBILITIES AND POLICY GUIDELINES:

- 2.4.1 Prior to approval to work in County jails or detention facilities, all Contractor employees or subcontractors shall be subject to a background check including, but not limited to, fingerprinting and a check for outstanding warrants or convictions, and clearance by the Maricopa County Sheriff's Office.

## 2.5 TAX:

No tax shall be levied against labor. **Proposal pricing shall include all labor, overhead, tools, equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.**

2.6 REFERENCES:

Proposers must provide at least five (5) reference accounts to which they are presently providing this service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference in awarding this Contract may be given to proposers furnishing government accounts similar in size to Maricopa County.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of five (5), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (90) days prior to the Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.4.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or

modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.4.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.4.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

#### 3.4.4 Certificates of Insurance.

3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.4.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and

acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

#### 3.4.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

### 3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

### 3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

### 3.7 SCHEDULE OF EVENTS

Request for Proposals Issued: 12/24/04

Deadline for written questions (72 hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. **All questions must be submitted to [sfisher@mail.maricopa.gov](mailto:sfisher@mail.maricopa.gov) and be received by 1/10/04, 10:00 A.M., Arizona time.** All questions (if any) and answers will be posted to [www.maricopa.gov](http://www.maricopa.gov) with the original solicitation.

Deadline for submission of proposals is 2:00 P.M., MST, on **JANUARY 24, 2005**. All proposals **must be received before 2:00 P.M.** on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

#### **-Dates listed below are tentative dates-**

Proposed review of Proposals and short list decision:	<u><del>1/2/05</del> 2/2/05</u>
Proposed Respondent presentations: (if required)	<u><del>1/10/05</del> 2/10/05</u>
Proposed selection and negotiation:	<u><del>1/18/05</del> 2/18/05</u>
Proposed Best & Final (if required)	<u><del>1/25/05</del> 2/25/05</u>
Proposed award of Proposal:	<u><del>2/16/05</del> 3/16/05</u>

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the county.

### 3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION

320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274  
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

DR. TODD WILCOX, MEDICAL DIRECTOR, CORRECTIONAL HEALTH SERVICES  
602-506-2353

*Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.*

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

***Respondents are to provide one (1) original hard copy (labeled) and five (5) copies (labeled) of their proposal, plus two (2) electronic copies on a CD. Respondents are to address proposals identified with return address, serial number and title in the following manner:***

**Maricopa County Department of Materials Management  
320 W. Lincoln St.  
Phoenix, AZ 85003**

**SERIAL 04227 – RFP  
PHARMACY SERVICES – CHS (NIGP 94872)**

Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.10 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 04227 – RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception. The Respondent will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 04227 - RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 04227 - RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.11 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:

- 3.12.1 Letter of Transmittal (Exhibit 2)
- 3.12.2 Table of Contents
- 3.12.3 Short introduction and summary – This section shall contain an outline of the general approach utilized in the proposal.
- 3.12.4 Proposal – Your proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable. All proposals submitted shall include, but are not limited to, the following information. ***Failure to follow the prescribed format may result in rejection of the proposal.***

**Organizational Profile**

1. How many years have you been in the pharmaceutical supply, service, and support business?
2. Detail your experience in correctional facilities including the number of years, the number of facilities and include at least 5 references from those facilities with names and phone numbers.
3. Submit a company profile to include the following information:
  - Name, address, and toll free telephone number and fax number of applicant
  - If corporation, date of incorporation
  - Names and addresses of principle officers, directors, or partners
  - A brief biography of the person or persons who will administer the contract
4. Provide a *curriculum vitae* for each licensed professional which will be involved in this task, in accordance with your proposal.
5. List total number of full time personnel.

Ordering and equipment

1. Does pharmacy provide a fax machine to the County at each facility for ordering? If yes, indicate make and model. If an ordering method other than fax machine is preferred, please indicate the method.
2. Provide the toll free numbers for both the assistance and fax lines to the pharmacy
3. Explain in detail your implementation of a drug formulary, method for ordering non-formulary medications and previous experience with that formulary in other correctional facilities.
4. Include a copy of your approved correctional formulary.
5. Explain the procedures for emergency pharmacy services. Detail how the billing works and whether the facility is billed the back-up pharmacy rates or the contracted pharmacy's bid rate.
6. Submit copies of the re-order forms used by your company.
7. Include a copy of the medications included in the emergency drug box and how they are managed with respect to refilling.
8. Indicate if any medication carts are supplied to the facilities. If yes, indicate how many and the company and brand name of the carts that are supplied.
9. Indicate how Scheduled medications are stored, tracked, and disposed.

Packaging and shipping

1. Submit a sample of the blister pack card you would propose to use that has been labeled with a two-part reorder label.
2. List your delivery schedule including which days deliveries will occur and what time

the delivery will arrive. Indicate which company you use to ship medications and how they are tracked and by whom.

3. Include a sample of the packing slip used by your company in the shipping process.
4. Indicate how Scheduled medications are shipped.

**Documentation**

1. Provide a sample of the Medication Administration Records that are generated and supplied to the facilities on a monthly basis.
2. Provide samples of the pharmacy management reports that are generated for the facilities on a monthly basis. These should include the following at a minimum:
  - a. Detailed inmate profiles
  - b. Patient drug allergy and drug interaction alerts
  - c. Monthly drug usage per inmate
  - d. Drug utilization report
  - e. Continual narcotic controlled substances inventory
  - f. Monthly psychotropic usage report
  - g. List of inmates taking medications that are known to produce adverse side effects when they are exposed to the sun
  - h. Total doses per inmate dispensed
  - i. Percentage of inmates on medications
  - j. Percentage of inmates on psychotropics
  - k. Formulary vs. non-formulary medications dispensed
  - l. Number of prescriptions per inmate
  - m. High to low usage by dollar amount
  - n. High to low usage by quantity dispensed
  - o. Medication breakdown listed by specific physician
  - p. Medication classification report
  - q. Cost containment recommendation report
  - r. Side effect and drug interaction report
  - s. Stop date report
3. Invoices containing drug name, NDC and AWP
4. Provide a list of education materials and the format available for staff and inmate training.
5. Provide a sample of the consultant pharmacy quarterly inspection including the items looked at and how the report is formatted.

**Price**

1. Indicate the formula for determining the price. The format should be listed as:  
(i) base cost (actual acquisition cost) of medications or pharmaceutical supplies plus (+) a dispensing fee per prescription; or (ii) average wholesale price (AWP) minus (-) a percentage.
2. Indicate if the price formula changes for formulary vs. nonformulary medications ordered.
3. Indicate the policy and the formula for determining the amount of credit on returned unused medications. Is credit offered on partial blister packs? Who pays for the shipping back to the pharmacy?
4. Indicate the method of distribution of any rebates, price adjustments, or any other form of credit received shall be shared with CHS (*see 2.1.28.3*)

**Miscellaneous**

1. Does your company provide durable medical equipment and other non-prescription medical supplies? If yes, include a supply list of items available.
2. How many nurses and respiratory therapists do you have on staff and what are the hours of availability?



3.12.5 Qualifications – This section shall describe the firm’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.

3.12.6 Other data

3.12.7 Proposal exceptions

3.12.8 Pricing (Attachment A)

3.12.9 Other data

3.12.10 Agreement (Attachment B)

3.12.11 References (Attachment C)

**3.13 EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County’s option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed order of importance.

3.13.1 Proposer’s proven skills and technical competence: i.e.; to include, but not limited to, scope of services, credentials of management staff, expertise offered, and availability of proposer’s personnel after proposal award and during implementation.

3.13.2 Project plan, i.e.; to include, but not limited to delivery schedule, back-up pharmacy services and implementation plan.

3.13.3 Demonstrated experience in governmental correctional/detention activities.

3.13.4 Cost of goods, services and/or materials and allocation of man-hours.

**3.14 POST AWARD MEETING:**

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

**NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.**

ATTACHMENT A

PRICING

SERIAL **04227-RFP**

PRICING SHEET **P080403 B0700022 NIGP 94872**

BIDDER NAME: \_\_\_\_\_  
F.I.D./VENDOR #: \_\_\_\_\_  
BIDDER ADDRESS: \_\_\_\_\_  
P.O. ADDRESS: \_\_\_\_\_  
BIDDER PHONE #: \_\_\_\_\_  
BIDDER FAX #: \_\_\_\_\_  
COMPANY WEB SITE: \_\_\_\_\_  
COMPANY CONTACT (REP): \_\_\_\_\_  
E-MAIL ADDRESS (REP): \_\_\_\_\_

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

ACCEPT PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

PAYMENT TERMS: **PROPOSER IS REQUIRED TO SELECT ONE OF THE FOLLOWING.**

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

**FAILURE TO SELECT A TERM WILL RESULT IN A DEFAULT TO NET 30.**

**BIDDER SHALL INITIAL THE SELECTION BELOW.**

NET 10 \_\_\_\_\_  
NET 15 \_\_\_\_\_  
NET 20 \_\_\_\_\_  
NET 30 \_\_\_\_\_  
NET 45 \_\_\_\_\_  
NET 60 \_\_\_\_\_  
NET 90 \_\_\_\_\_  
2% 10 DAYS NET 30 \_\_\_\_\_  
1% 10 DAYS NET 30 \_\_\_\_\_  
2% 30 DAYS NET 31 \_\_\_\_\_  
1% 30 DAYS NET 31 \_\_\_\_\_  
5% 30 DAYS NET 31 \_\_\_\_\_

**1.0 PRICING:**

Total costs shall include cost of basic service/medication/supply (+) percentage of mark-up to maintain profitability, cost of labor, distribution, etc.mark-up percentage (%) for service fee or management fee per inmate per month based on daily average census.

**1.1 Price of all inclusive services:**

**1.1.1 Provide unit cost for medication listed below (1.2) utilizing the formula selected listed under 1.1.2 or 1.1.3**

**Proposer shall initial the formula selected.**

# ATTACHMENT A

## PRICING

**1.1.2 Base cost (actual acquisition cost) of medications or pharmaceutical supplies plus (+) a dispensing fee per prescription.**

(initial above, if this formula is selected)

**Dispensing fee per prescription: \$ \_\_\_\_\_**

**1.1.3 Average wholesale price (AWP) minus (-) a percentage.**

(initial above, if this formula is selected)

**State minus (-) percentage: - \_\_\_\_\_ %**

**1.2 Cost to CHS per medication: To facilitate Contractor selection, please complete and provide as part of this RFP the cost to CHS for a 15 day supply of medication packaged in one (1) blister card. *Unit cost shall cite the price upon which your formula (AWP or acquisition cost) is based per pill/inhaler/injection kit. Utilizing the cost provided by the proposer (AWP or acquisition), and the formula the proposer has selected, CHS should be able to duplicate/confirm the cost for 15 days of therapy.***

<u>Medication</u>	<u>RX</u>	<u>Unit cost (per pill/kit/unit) AWP or acquisition cost whichever is appropriate.</u>	<u>Cost per 15 days of therapy utilizing the formula selected.</u>
Albuterol 17g inhaler	quote price for 1 inhaler	\$ _____	\$ _____
Amitriptyline 50 mg	1 tab po qHS	\$ _____	\$ _____
Amoxicillin 500 mg	1 PO TID	\$ _____	\$ _____
Augmentin 875 mg	1 PO BID	\$ _____	\$ _____
Baclofen 10 mg	1 PO TID	\$ _____	\$ _____
Beclomethasone 1inhaler	quote price for 1 inhaler	\$ _____	\$ _____
Benzotropine 1 mg	1 PO qHS	\$ _____	\$ _____
Carbamazepine 200 mg	1 PO TID	\$ _____	\$ _____
Cephalexin 500 mg	1 PO QID	\$ _____	\$ _____
Ciprofloxacin 500 mg	1 PO BID	\$ _____	\$ _____
Clindamycin 150 mg	1 PO TID	\$ _____	\$ _____
Clonidine HCL 0.1 mg	1 PO BID	\$ _____	\$ _____
Combivir 150/300	1 PO BID	\$ _____	\$ _____
Doxycycline 100 mg	1 PO BID	\$ _____	\$ _____
Efavirenz 600 mg	1 PO qHS	\$ _____	\$ _____
Erythromycin Base 333 mg	1 PO TID	\$ _____	\$ _____
Fluoxetine HCL 20 mg	1 PO QD	\$ _____	\$ _____
Gabapentine 600 mg	1 PO TID	\$ _____	\$ _____

# ATTACHMENT A

## PRICING

Glipizide 10 mg	1 PO BID	\$	\$
Ibuprofen 800 mg	1 PO TID	\$	\$
Isoniazid 300 mg	1 PO QD	\$	\$
Lamivudine 150 mg	1 PO BID	\$	\$
Lithium Carb 300 mg	1 PO BID	\$	\$
Lopinevir/ritonAvir 133.3/33.3	3 PO BID	\$	\$
Lorazepam 1 mg	1 PO TID	\$	\$
Metronidazole 500 mg	1 PO TID	\$	\$
Nelfinavir Mesylate 250 mg	3 PO TID	\$	\$
Olanzapine 5 mg	1 PO QD	\$	\$
Olanzapine 10 mg	1 PO QD	\$	\$
Paroxetine HCL 20 mg	1 PO QD	\$	\$
PEG-Intron 120 mcg/0.5ml	quote price for 4 injections	\$	\$
Phenytoin Extended Caps 100 mg	1 PO TID	\$	\$
Ranitidine HCL 150 mg	1 PO BID	\$	\$
Ribasphere 200 mg	2 P0 QAM, 3 P0 Q PM	\$	\$
Risperidone 1 mg	1 PO QD	\$	\$
Risperidone 2 mg	1 PO QD	\$	\$
Sertraline HCL 100 mg	2 PO QD	\$	\$
Stavudine 40 mg	1 PO BID	\$	\$
Trazodone HCL 100 mg	1 PO TID	\$	\$
Valproic Acid 250 mg	1 PO TID	\$	\$

ATTACHMENT B

**AGREEMENT**

The Respondents hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

\_\_\_\_\_ Disadvantaged Business Enterprise (DBE)  
 \_\_\_\_\_ Women-Owned Business Enterprise (WBE)  
 \_\_\_\_\_ Minority Business Enterprise (MBE)  
 \_\_\_\_\_ Small Business Enterprise (SBE)

\_\_\_\_\_  
 FIRM SUBMITTING PROPOSAL

\_\_\_\_\_  
 FEDERAL TAX ID NUMBER

\_\_\_\_\_  
 PRINTED NAME AND TITLE

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 TELEPHONE

\_\_\_\_\_  
 FAX #

\_\_\_\_\_  
 CITY STATE ZIP

\_\_\_\_\_  
 DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MARICOPA COUNTY, ARIZONA

BY: \_\_\_\_\_  
 DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
 DATE

BY: \_\_\_\_\_  
 CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
 DATE

ATTESTED:

\_\_\_\_\_  
 CLERK OF THE BOARD

\_\_\_\_\_  
 DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
 MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING PROPOSAL: \_\_\_\_\_

1.

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

E-MAIL ADDRESS:
2.

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

E-MAIL ADDRESS:
3.

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

E-MAIL ADDRESS:
4.

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

E-MAIL ADDRESS:
5.

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

E-MAIL ADDRESS:

## EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

**On-line Vendor Registration at Maricopa County is available NOW!**

**On November 22, 2004, Maricopa County changed its vendor registration process.** Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

**Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.**

**Procurement vendors:** Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at [VendorReg@mail.maricopa.gov](mailto:VendorReg@mail.maricopa.gov).

**EXHIBIT 2**

**LETTER OF TRANSMITTAL**  
(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management  
320 West Lincoln,  
Phoenix, Arizona 85003

Re: 04227- RFP

To Whom It May Concern:

(NAME OF COMPANY) (herein referred to as the "Offeror"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in their proposal, if awarded the contract. The Offeror shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)



### **EXHIBIT 3 - DEFINITIONS:**

- 1       “Administrator” means the Administrator of Maricopa County Correctional Health Services.
- 2       “Agency” means the Maricopa County Correctional Health Services.
- 3       “Contract” means this document and all attachments hereto.
- 4       “Contractor” means the person, firm or organization listed on the Cover Page of this Contract.
- 5       “Correctional Health Services” (CHS) means a department of Maricopa County that provides health care services to inmates detained in Maricopa County jails and detention facilities.
- 6       “County” refers to Maricopa County.
- 7       “Department” refers to Correctional Health Services.
- 8       “Director” refers to the Department Head of Correctional Health Services.
- 9       “Funding Source” means any Federal, State or Private Agency funding source, which may impose conditions on the funding that will be passed onto the Contractor.
- 10      “MCSO” means Maricopa County Sheriff’s Office.
- 11      “Proper Identification” means a name badge with a picture, which includes full name, status and name of Contractor. While working in Maricopa County jails and detention facilities or any CHS facility, the badge must be worn at all times on the upper part of the body. The Contractor provides the identification badge and all costs will be incurred by the Contractor. CHS or MCSO will provide an additional badge when the Contractor employee reports to a work site. There is no cost to the Contractor for this badge.
- 12      “Service Time” means time spent on the assignment. Travel time to and from the assignment is not included.
- 13      “Vendor” means any agency, individual or private enterprise meeting the required specifications of providing the desired product/service. The vendor will normally submit a “bid” with the intention of receiving a contract for that product/service.

#### **EXHIBIT 4 – DELIVERY LOCATIONS**

Delivery shall be performed at the following locations. CHS reserves the right to modify, add or delete delivery points as necessary.

4<sup>th</sup> Avenue Jail  
201 S. 4<sup>th</sup> Avenue  
Phoenix, AZ 85003

Lower Buckeye Jail  
3250 W. Lower Buckeye Rd.  
Phoenix, AZ 85009

## 04227 – RFP

### PHARMACY SERVICES – CHS

#### Duly Received Participant *Questions* (Q.)

#### Maricopa County CHS (“County” or “CHS”) *Responses* (R.)

1. Q. **2.1.11** – If you require seven day deliveries, and will use the typical receiving dock as the delivery point for our deliveries, those receiving docks usually are only open Monday through Friday. Will there be alternate locations for weekend deliveries, or will you use a location other than the delivery dock as the regular delivery location?  
  
R. The County will require delivery six (6) days per week, excepting Sundays and national holidays. The County will make the appropriate arrangements for receipt of deliveries, to accommodate this schedule. Please see changes/addendum to the referenced section
2. Q. **2.1.27** – What wholesaler do you currently use as your drug wholesaler?  
  
R. Cardinal Health
3. Q. **2.1.28** – Can we submit alternative pricing proposals beyond the one method (selected by us as the preferred method of the two options delineated) requested in the solicitation?  
  
R. Maricopa County will allow alternate pricing proposals. **However, your proposal shall include one (1) of the formulas specified in the solicitation.** The County reserves the right to not consider any alternate pricing offered, in the best interests of the County.
4. Q. **2.2.1** – Does CHS pay sales tax?  
  
R. CHS does not pay Arizona sales and use taxes on its current pharmaceutical invoices. The County’s liability for sales or use tax will not be considered in evaluating the bid.
5. Q. **2.2.6** – Typically, what is the length of time between sending a “clean claim” to Finance and the county mailing the check?  
  
R. Payment procedures are outlined in the RFP.
6. Q. **2.4.1** – Will a consultant pharmacist be subject to a background check prior to beginning the task of conducting site audits? If so, what is the time delay between the request and completion of the authorization?  
  
R. This is possible, but not likely. The time delay is less than 10 days.
7. Q. What was the cost of pharmaceuticals for the covered facilities during the period July 2003 through June 2004?  
  
R. Approximately \$3,000,000.00.
8. Q. Does the county purchase any drugs (*i.e.* Hepatitis C medication, *etc.*) through the public health service?  
  
R. No.
9. Q. Can we get a list of meds that will be dispensed under the KOP program?  
  
R. The KOP program will distribute the majority of medications in the jails, except scheduled drugs, tricyclics, dizoxin, coumadin, TB medications, and any medications prescribed for patients in the inpatient psychiatric and medical units.
10. Q. Estimate of how many med carts are needed?  
  
R. Thirty (30) to forty (40).

11. Q. In Section 3.12.4 – Miscellaneous- you refer to the pharmacy's nursing and respiratory therapist staffing. Will the pharmacy be expected to supply these positions to CHS? **No**. If so, is there an estimate of how many hours of time for each position will be used each month? **No**. Should charges for their services be included in the pricing, or will their hours be billed separately? **Hours will be billed separately, provided CHS requested the services**. What are the duties they will be expected to perform? **These positions will be consultation only**.
- R. See the answers in the preceding paragraph.
12. Q. What percentage of the County medications ordered each month are stock vs. patient specific prescriptions?
- R. This is unknown. In any event, the prior practice is expected to change significantly under this program.
13. Q. What is the current annual medication cost for CHS?
- R. See the response to question #7.
14. Q. **RFP Section 2.1.16.** Please list medications currently being kept in the Emergency Drug Box. Is this mix of medications adequate in CHS opinion?
- R. This will be developed with the chosen vendor.
15. Q. **RFP Section 2.1.25 Formulary Development.** Is the County currently using a formulary? If yes, please provide a copy.
- R. Yes, the County currently has a formulary. The County chooses not to submit the formulary because it is undergoing substantial review. The County prefers that the vendors submit their recommended formularies.
16. Q. **RFP Section 2.1.28.1.** Will CHS accept alternative pricing proposals from vendors or is it your intent that the vendors choose a single price method, from the choices given in this section, and submit only that one price?
- R. See the response to question #3.
17. Q. Please list the number of medication carts that are currently being utilized by the County Correctional facilities. Will the current medication carts accommodate blister cards?
- R. The current medication carts are inadequate for their intended purpose. See the response to question #10.
18. Q. **Section 1.3.2.** Do the customer service representative, pharmacist and/or consultant have to be local? Will 24- hour availability to a pharmacist via phone consultation meet the requirements of this section?
- R. Twenty-four hour availability by telephone will meet the requirements of this section.
19. Q. **Section 2.1.1.** Please clarify required supplies to be provided. How many fax machines will your sites need? Please describe storage requirements needs. If additional medication carts are needed, please provide quantity and size (small, medium, large).
- R. The sites will require nine (9) plain paper fax machines. No storage is needed. See the response to question #10, regarding medication carts.
20. Q. **Section 2.1.3.** Please explain a "soft medication program" as described in this section.
- R. The vendor will be required to provide "soft" medication (i.e., creams, ointments, non-pills) in packaging appropriate for correctional facilities.

21. Q. **Section 2.1.4.** Please clarify the type of information provided in Spanish under the current pharmacy services contract.
- R. This requirement will be minimal, on an “as needed” basis.
22. Q. **Section 2.1.7.** Please estimate the number of fax machines expected to be provided for each facility under this contract.
- R. See the response to question #19.
23. Q. Will additional fax lines need to be installed for fax machines at contracted facilities? If yes, how many? Will the Contractor be responsible for cost of installation?
- R. The County will be responsible for installation and activation of the lines.
24. Q. **Section 2.1.11.** Will the County accept delivery of medications six (6) days per week, excluding Sundays or national holidays? Most national courier services do not deliver on Sundays or national holidays. When courier services are not able to deliver, back-up pharmacies can be used to ensure delivery 7 days per week.
- R. See the response to Question #1.
25. Q. **Section 2.1.12.** Please provide a list of starter packs, including quantities, currently available at each facility/medication room.
- R. The County will develop this list in consultation with the selected vendor. It will consist of an assortment of antibiotics, NSAIDS, ointments and drops.
26. Q. **Section 2.1.16.** Please provide a list of emergency medication supplies, including quantities, currently available at each facility/medication room.
- R. The County will develop this list with the selected vendor.
27. Q. **Section 2.1.18.** Please provide a copy of the quarterly audit used by the County to access the pharmacy services as described within this section of the RFP.
- R. Development of the quarterly audit is the vendor’s responsibility, subject to Arizona law and NCCHC requirements.
28. Q. **Section 2.1.21.** Please describe the ability of each location under the contract for medical staff to access the Internet. Does each location have a high-speed Internet connection? If yes, please describe the type of connection (e.g. DSL, broadband, WAN). Would prescribers have direct access to this Internet connection?
- R. At a minimum, the two master pharmacies will have internet capability on the County’s Wide Area Network. Providers in the jail will not have direct access to the internet.
29. Q. **Section 2.1.21.3.** “...the exact packaging to be determined by the facility.” Please clarify how the facility will determine the type of packaging as described in this section of the RFP?
- R. CHS will inform the vendor whether any medications will need special packaging other than blister packs.
30. Q. **Section 2.3.1.6.** Will the current pharmacy provider’s software vendor have the capability to provide an electronic transfer of the patient prescription database? If yes, please provide contact information.
- R. CHS currently uses CIPS. How easily the transfer can be accomplished is unknown, due to certain proprietary constraints and Sheriff’s Office security procedures. The vendor should be prepared to make a one-time data entry if CIPS cannot be transferred electronically.

31. Q. **Section 2.1.28.1.** May the Contractor submit alternative pricing models other than listed under this section?
- R. See the response to question #3.
32. Q. **Section 2.2.** Will the County accept alternative payment terms? For example, will the County accept twice monthly invoices?
- R. No.
33. Q. **Section 2.3.1.6.** If available, please provide the software name and contact name and phone number of the software vendor currently being used for the prescription database.
- R. The software name is CIPS. Upon choosing a vendor, the contact information will be disclosed. See the response to question #30.
34. Q. **Section 3.5.** Please describe the Procurement Card process for ordering and payment as envisioned by Maricopa County. Do vendors working with the Procurement Card process have to pay a per transaction or annual fee? If so, please provide a description of the fee.
- R. At this time, CHS does not intend to utilize the Procurement card, but reserves the right to do so in the future. Utilization of the Procurement Card is simply a process to pay the contractor, as opposed to using a "paper process". Any transaction fees or annual fees are part of the agreement the contractor negotiates with the specific financial institution/card provider. Agreement to utilize the Procurement Card is not a mandatory requirement of this solicitation.
35. Q. **Section 3.6.** Please clarify the intent of the County to "utilize the internet to place orders." In what capacity will the County utilize the Internet to place orders?
- R. At this time, CHS does not intend to utilize the internet to place orders. Any future use of this resource will be discussed fully with the contractor, prior to institution. Agreement to utilize the internet to place orders is not a mandatory requirement of this solicitation. Utilization of the internet, as referenced in Section 2.1.21.1, is related to communications, as opposed to "ordering."
36. Q. **Section 3.7.** Please clarify the tentative dates listed under the Schedule of Events section of the RFP. Are these dates correct as stated?
- R. The tentative dates listed will be changed, via Addendum #1, to reflect appropriate dates. It is important to remember that these dates are tentative.
37. Q. **Attachment A – Pricing.** When providing a cost plus dispensing fee pricing methodology, is the dispensing fee to be included under the "cost per 15 days of therapy utilizing the formula selected" column?
- R. Yes.
38. Q. **Attachment A – Pricing.** Section 1.0 discusses "cost of basic service/medication/supply (+) percentage mark-up...or management fee per inmate per month based on daily average census." These two methods are some of the standard pricing terms used in the industry and would be among those we would consider providing to Maricopa County. Is the use of either of these methods considered part of the Section 1.1.2 "Base Cost"? If not, may a vendor propose either of these methodologies?
- R. See the response to question #3.
39. Q. **Attachment A – Pricing.** May a vendor propose using more than one of the formulas provided?
- R. See the response to question #3.

40. Q. **Exhibit 4 – delivery Locations.** Per pre-bid conference, will the juvenile facility be added as an additional delivery location? If yes, please provide facility name and address. Please provide name and address of other potential delivery locations, which may be added.
- R. The juvenile facility has the right to elect or decline to participate in this contract. In the event the juvenile facility elects to purchase under this contract, deliveries will be addressed as follows:

Maricopa County Juvenile Probation Department  
Maricopa County Superior Court  
**DETENTION CLINIC**  
1810 S. Lewis St.  
Mesa, AZ 85032

**Vendors should also be aware that under Article 3 of the Maricopa County Procurement Code, other Maricopa County Agencies may elect to purchase under this contract. For example, Maricopa County Department of Public Health, a County Agency that provides pharmaceutical services to County citizens, could elect to purchase pharmaceuticals under this contract.**

**In the event that another authorized agency desires to utilize this contract, negotiations shall be conducted with the awarded contractor, and the appropriate amendments shall be made to the contract.**

41. Q. **Drug Utilization.** Please provide a six (6) month (or greater) report of medications purchased under the current pharmacy services contract in an electronic format, i.e., Excel file (Top 100 medications). The essential information for each prescription would include:
- Drug name (brand and generic)
  - Strength
  - Dosage form
  - Quantity
- If an electronic format is not available, we would like to obtain the following aggregate data for the most recent 6 months (Top 100 medications):
- Drug name (brand and generic)
  - Strength
  - Dosage form
  - Quantity
- R. The County declines to respond to this question. Management has determined that past usage by CHS does not reasonably or accurately reflect anticipated future prescribing patterns. Therefore, CHS requests that the vendors base their bids on optimized urban jail patterns and their experience in the industry.
42. Q. **Drug Utilization.** How much does the County currently spend annually on pharmaceuticals?
- R. See the response to question #7.
43. Q. **Durable Medical Equipment Utilization.** Please list the types and volume of Durable Medical Equipment purchased in the last 6 months.
- R. None.